Small Craft Harbo Fiji Way Marina del Rey, California

NOTICE OF AMENDMENT TO LEASE

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Please take notice that on the	<u>lat</u> day of <u>May</u> , 19 <u>73</u> ,
the County of Los Angeles, as Lesso	r and <u>John Honcock Mutual Life</u>
Insurance Company, a Massachusetts co	rporation,
as Lessee of the following describe	d parcel or parcels of land and water
situated within the Marina del Rey	Small Craft Harbor of the County of
Los Angeles, State of California, p	reviously referred to as Parcel(s)
Number 103R , now known	as Parcel(s) Number 103T,
legally described in exhibit "A" at	tached hereto and incorporated herein
did enter into an agreement amendin	g that certain indenture of lease
dated December 18, 1968	
Said original indenture and said ag	reement of amendment are on file
in the official files of the Execut	ive Officer, Board of Supervisors of
the County of Los Angeles.	
	County of Los Angeles Department of Small Craft Harbors
	Ву
STATE OF CALIFORNIA) County of Los Angeles) ss.	Leo Bialis, Harbor Controller
On this day of JAMES S. MIZE, Executive Officer and of the County of Los Angeles, State duly commissioned and sworn, person	of California, residing therein,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

of the County of Los Angeles and the person who executed the within instrument on behalf of the County therein named, and acknowledged to me that such County executed the same.

JAMES S. MIZE, Executive Officer and Clerk of the Board of Supervisors of the County of Los Angeles

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AMENDMENT NO. 2 TO LEASE NO. 14341 PARCEL NO. 103R - MARINA DEL REY

THIS AMENDMENT TO LEASE made this /st day of /Ray,

BY AND BETWEEN

COUNTY OF LOS ANGELES, hereinafter

referred to as "County,"

AND

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, hereinafter referred to as "Lessee,"

WITNESSETH:

WHEREAS, the predecessors in interest of Lessee and County have, on the 18th day of December, 1968, entered into a lease under which County leased that certain real property in the Marina del Rey Small Craft Harbor now known as Parcel No. 103R, which premises are legally described in Exhibit "A" attached to said lease, as amended; and

WHEREAS, the County Road Commissioner has determined that in order to handle safely and expeditiously increased vehicular traffic, it is in the public interest to widen that certain dedicated public highway known as Via Marina, a portion of which extends along the frontage of the leasehold premises hereunder demised; and

WHEREAS, County has constructed appropriate improvements which include sidewalks, curbs, gutters, and new asphaltic concrete paving on said Via Marina and extending in front of and beyond Lessee's premises; and

WHEREAS, Lessee, by a previous amendment to lease, has given up that portion of leasehold premises needed to effect said street widening, with the exception of 16 square feet for a traffic signal, in exchange for reimbursement for his cost to salvage and/or relocate certain existing improvements including but not limited to signs, lighting fixtures and conduit, and the like, which are located within such area;

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, it is hereby agreed as follows:

- 1. The land area of the demised premises is hereby reduced 16 square feet and the total area remaining under lease shall be 495,105 square feet of land, which shall henceforth be known as Parcel 103T, as legally described in Exhibit "A" attached hereto and incorporated herein.
- 2. Section 12 (Square Foot Rental) is hereby deleted and the following substituted therefor:

"The annual rental for the whole of the demised premises shall be Ten Cents (\$0.10 per square foot as to 495,105 square feet of land area or the total of Forty-nine Thousand Five Hundred Ten and 50/100 Dollars (\$49,510.50)."

"Lessee shall pay to County said rental in twelve

(12) equal monthly installments. Said installments shall
be due and payable in advance on the first day of each
calendar month."

3. Section 50 (Reimbursement to Lessee) is hereby added to this lease as follows:

"It is hereby acknowledged by the parties hereto that Lessee has removed and/or relocated certain existing improvements previously constructed upon the demised premises in order to facilitate the construction of those certain street improvements hereinabove described. County agrees to reimburse Lessee for the direct costs involved in said removal and/or relocation in an amount not to exceed Three Thousand Four Hundred Fifty and 67/100 Dollars (\$3,450.67)."

4. The effective date of this Amendment to Lease is the first day of the month following execution of this document by the Chairman of the Board of Supervisors, County of Los Angeles.

Any and all other terms and conditions contained in the lease shall remain in full force and effect and are hereby reaffirmed.

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES, by order of its Board of Supervisors, has caused this Amendment to Lease to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk thereof, and the Lessee has executed this Amendment to Lease, or caused it to be duly executed, the day, month and year first above written.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY

George R. Rowland, Jr.

Real Estate Investment Officer

ATTEST:

Assistant Secretary R. L. McVie

ATTEST:

JAMES S. MIZE, Executive Officer-Clerk of the Board of Supervisors

Deputy

THE COUNTY OF LOS ANGELES

Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN D. MAHARG

County Counsel

BOARD OF SURERVISORS COUNTY OF LOS ANGELES

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MANES S. MIZE EXECUTIVE OFFICER

STATE OF CALIFORNIA	Α)	
County of Los Angeles	SS	
	A.D., 19 73, before me JAMES S. Mapervisors of the County of Los Angeles, State of California, residing thered	
.41	PETER F SCHABARUM	, known
ins rument on behalf of t	an of the Board of Supervisors of the County of Los Angeles and the persente County therein named, and acknowledged to me that such County ex IN WITNESS WHEREOF, I have hereunto set my hand and affixed my of this certificate first above written. AMES S. MIZE, Executive Officer Clerk of the Board of Supervisors By	secuted the same. official seal the day and year
GS 114 REV / 8 / 68	Ву	Deputy

LEGAL DESCRIPTION

Marina Del Rey Lease Parcel No. 103T

All of Parcels 355 to 358 inclusive and portions of Parcels 339, 347 to 354 inclusive, and 359 to 369 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County, described as a whole as follows:

Beginning at the intersection of a line parallel with and 20 feet southeasterly, measured at right angles, from the southeasterly line of Parcel 370, as shown on said map, with a line parallel with and 10 feet northeasterly, measured at right angles, from the southwesterly line of said last mentioned parcel; thence South 36°00'30" East along said last mentioned parallel line 421.79 feet to the beginning of a tangent curve concave to the southwest and having a radius of 520 feet; thence southeasterly along said curve through a central angle of 16°54'54" a distance of 153.52 feet; thence North 53°59'07" East 24.33 feet; thence North 53°59'07" East 24.6.04 feet to a curve concentric with and 47 feet southwesterly, measured radially, from a curve concave to the southwest and having a radius of 810 feet, said last mentioned curve being tangent at the northwesterly terminus thereof to a line parallel with and 35.5 feet southwesterly, measured at right angles, from the straight line in the southwesterly boundary of Parcel 406, as shown on said map, said northwesterly terminus being distant South 36°00'53" East along said last mentioned parallel line 156.78 feet from a line parallel with and 40 feet northwesterly, measured at right angles, from the straight line in the northwesterly boundary of said last mentioned parcel; thence northwesterly along said concentric curve 80.94 feet to a line parallel with and 2.5 feet southwesterly, measured at right angles, from the northeasterly line of said Parcel 359; thence North 36°00'53" West along said last mentioned parallel line 100.20 feet to the southeasterly line of the northwesterly 55.5 feet of said last mentioned southeasterly line of the northwesterly line of the northeasterly line of the northeasterly line of the northeasterly line of said last mentioned parcel; thence South 52°40'22" West along said last mentioned southeasterly line of said last mentioned parcel; thence North 36°00'53" West

along said last mentioned southwesterly line 2.00 feet to the south-easterly line of the northwesterly 53.5 feet of said last mentioned parcel; thence South 52°40'22" West along said last mentioned south-easterly line 2.00 feet to the southwesterly line of the northeasterly 5 feet of said last mentioned parcel; thence North 36°00'53" West along said last mentioned southwesterly line 8.00 feet to the south-easterly line of the northwesterly 45.5 feet of said last mentioned parcel; thence North 52°40'22" East along said last mentioned south-easterly line 2.00 feet to a line parallel with and 3 feet south-westerly, measured at right angles, from said northeasterly line; thence North 36°00'53" West along said last mentioned parallel line 98.03 feet to the northwesterly line of the southeasterly 52.5 feet of said Parcel 360; thence North 52°40'22" East along said northwesterly line 0.50 foot to a line parallel with and 2.5 feet southwesterly, measured at right angles, from the northeast-erly line of said last mentioned parcel; thence North 36°00'53" West along said last mentioned parallel line 327.59 feet to said first mentioned parallel line; thence South 52°40'22" West along said first mentioned parallel line 837.83 feet to the point of beginning.

Together with a right of way for ingress and egress over those portions of said Parcels 362 to 369 inclusive, which lie northwesterly of a line parallel with and 20 feet southeasterly, measured at right angles, from the northwesterly line of said Parcel 362.

Also together with a temporary right of way for ingress and egress, to be used in common with others, over those portions of said Parcels 353, 354 and 369, within a strip of land 24 feet wide, lying 12 feet on each side of the following described center line:

Commencing at the intersection of a line parallel with and 30 feet southwesterly, measured at right angles, from that certain course of North 36°00'30" West 20.01 feet in the southwesterly boundary of said Parcel 369, with a line parallel with and 10 feet northwesterly, measured at right angles, from that certain course of North 52°40'22" East 60.01 feet in the northwesterly boundary of said last mentioned parcel; thence South 52°40'22" West along said last mentioned parallel line 4.00 feet to the true point of beginning; thence South 27°30'28" East 42.29 feet to the beginning of a curve concave to the northeast, having a radius of 250 feet, tangent to said last mentioned course and tangent to a line parallel with and 17 feet northeasterly, measured at right angles, from that certain course of North 36°00'30" West 380.01 feet in said southwesterly boundary; thence southeasterly along said curve 37.11 feet to said last mentioned parallel line; thence South 36°00'30" East along said last mentioned parallel line 351.72 feet to a line parallel with and 17 feet north-

easterly, measured at right angles, from the southwesterly line of said Parcel 353; thence South 34°06'16" East along said last mentioned parallel line to the southwesterly prolongation of above described course of North 53°59'07" East 609.84 feet in the southeasterly boundary of above described parcel of land.

The side lines of above described 24 foot strip of land shall be prolonged or shortened so as to terminate at their points of intersection and shall be prolonged or shortened at the end thereof so as to terminate in said southwesterly prolongation.

Also together with a temporary right of way for ingress, egress, parking and landscaping in and across those portions of said Parcels 353, 354 and 369, within the following described boundaries:

Beginning at the most westerly corner of above described parcel of land; thence southeasterly along the southwesterly boundary of said parcel of land to the most southerly corner of said parcel of land; thence southwesterly along the southwesterly prolongation of above described course of North 53°59'07" East 609.84 feet in the southeasterly boundary of said parcel of land to the northeasterly boundary of above described 24 foot strip of land; thence northwesterly along said northeasterly boundary to the northwesterly boundary of said Parcel 369; thence northeasterly in a direct line to the point of beginning.

Said temporary rights of way shall cease and terminate at such a time that the area covered by said rights of way is dedicated for public road and highway purposes.

Reserving and excepting unto the County of Los Angeles a right of way for storm drain and harbor utility purposes in and across that portion thereof designated on said map as easement to be reserved by said County for such purposes.

DESCRIPTION APPROVED JUL 14 1972 HARVEY T. BRANDT County Engineer

By America horof Deputy

